PAMBANSANG PANGASIWAAN SA PAGKAIN
(NATIONAL FOOD AUTHORITY)

BID DOCUMENTS

SUPPLY, DELIVERY & INSTALLATION OF VARIOUS EQUIPMENT FOR THE FDC- DA BAR PROJECT (REBIDDING)

(Public Bidding No. 2013-12)

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Section I. Invitation to Bid

NATIONAL FOOD AUTHORITY
Philippine Sugar Center Bldg., North Ave., Diliman, Quezon City
Tel. No. (02) 453-3900/981-3800 to 30
Website: www.nfa.gov.ph

INVITATION TO BID

1. FOR THE SUPPLY, DELIVERY & INSTALLATION OF BIOLOGICAL SPECTROPHOTOMETER (Public Bidding No. 2013-10)
2. FOR THE SUPPLY, DELIVERY & INSTALLATION OF METROLOGY CALIBRATION BATH (Public Bidding No. 2013-11)
3. FOR THE SUPPLY, DELIVERY & INSTALLATION OF VARIOUS EQUIPMENT FOR THE FDC- DA BAR PROJECT (REBIDDING) (Public Bidding No. 2013-12), and
4. FOR THE SUPPLY, DELIVERY & INSTALLATION OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (Public Bidding No. 2013-13)

The NATIONAL FOOD AUTHORITY (NFA), through its 2013 Corporate Budget intends to apply the following sum of money being the Approved Budget for the Contract (ABC) to payments under the following contracts:

Particulars	Approved Budget for the Contract (ABC)	Cost of Bid Docs
Supply, Delivery & Installation of Biological Spectrophotometer *(Public Bidding No. 2013-10)*	Php 660,000.00	Php 1,000.00
Supply, Delivery & Installation of Metrology Calibration Bath *(Public Bidding No. 2013-11)*	Php 800,000.00	Php 1,000.00
Supply, Delivery & Installation of Various Equipment for the FDC-DA BAR Project *(Rebidding) (Public Bidding No. 2013-12)*	**Php 160,000.00 *(Lot 1)*** **Php 420,000.00 *(Lot 2)*** **Php 900,000.00 *(Lot 3)***	**Php 1,500.00**
Supply, Delivery & Installation of Electronic Document Management System *(Public Bidding No. 2013-13)*	Php 1,500,000.00	Php 1,500.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

The NFA now invites bids from eligible bidders which should have completed, within the past three (3) years from the date of submission and receipt of bids, contracts similar to the contract being bid. The description of an eligible bidder is indicated in Section II of the Instructions to Bidders.

Bidding will be conducted through open competitive bidding using non-discretionary "pass/fail" criteria as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act".

A complete set of Bidding Documents may be purchased by interested Bidders starting March 11, 2013 until April 01, 2013 from 8:00 am – 2:00 pm and on April 02, 2013, from 8:00 am - 8:30 am for Biological Spectrophotometer, from 8:00 am - 10:00 am for Metrology Calibration Bath, from 8:00 am - 1:00 pm for Various Equipment for the FDC-DA BAR Project and from 8:00 am - 2:30 pm for the Electronic Document Management System, at the BAC Secretariat Office, 3rd Floor, NFA Central Office upon payment of a nonrefundable fee in the amount indicated in the table above. It may also be viewed or downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and from the NFA website, provided, that bidders shall pay the nonrefundable fee for the bidding documents prior to submission of their bids.

The venue of bidding activities shall be at the NFA Boardroom, 6th Floor Philsugin Bldg., North Avenue, Diliman, Quezon City. Schedule of activities are as follows:

Project Title	Pre-bid Conference	Deadline for Submission of Bids	Opening of Bids
1. Supply, Delivery & Installation of Biological Spectrophotometer *(Public Bidding No. 2013-10)*	**Mar. 19, 2013 9:00 AM**	**Apr. 02, 2013 9:00 AM**	**Apr. 02, 2013 9:05 AM**
2. Supply, Delivery & Installation of Metrology Calibration Bath *(Public Bidding No. 2013-11)*	**Mar. 19, 2013 10:30 AM**	**Apr. 02, 2013 10:30 AM**	**Apr. 02, 2013 10:35 AM**
3. Supply, Delivery & Installation of Various Equipment for the FDC-DA BAR Project *(Rebidding) (Public Bidding No. 2013-12)*	**Mar. 19, 2013 1:30 PM**	**Apr. 02, 2013 1:30 PM**	**Apr. 02, 2013 1:35 PM**
4. Supply, Delivery & Installation of Electronic Document Management System *(Public Bidding No. 2013-13)*	**Mar. 19, 2013 3:00 PM**	**Apr. 02, 2013 3:00 PM**	**Apr. 02, 2013 3:05 PM**

The pre-bid conference shall be open to all interested parties, however, only those who have purchased the bidding documents may participate in the discussion at said conference. Bids will be opened on the scheduled date/time at the venue specified above in the presence of the Bidders and or their authorized representatives who choose to attend the bidding. Late Bids shall not be accepted.

The NATIONAL FOOD AUTHORITY reserves the right to accept bids most advantageous to the government or reject any Bid, to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder/Bidders.

For further information, please refer to:

Procuring Entity - NATIONAL FOOD AUTHORITY
Address - Philsugin Bldg., North Ave., Diliman, QC
Contact Person - **Atty. Kareen L. Lucero**
Telephone/Fax No. - (02) 455-0161/ (02) 928-5573
e-mail address - nfappmd@yahoo.com
Website - **www.nfa.gov.ph**

(SGD) ATTY. JOSE D. CORDERO
Asst.Administrator and BAC Chairman

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Section II. Instructions to Bidders

INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

The NATIONAL FOOD AUTHORITY wishes to receive Bids for the supply and delivery of the goods described in Section VII. Technical Specifications (hereinafter referred to as the "GOODS").

The name, identification, and number of lots specific to this bidding are provided in the Bid Data Sheet (BDS). The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The NFA has a budget or has applied for or received funds from the Funding Source named in the BDS , in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, and Coercive Practices

3.1 The NFA as well as the bidders, contractors, manufacturers, suppliers or distributors shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the NFA:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NFA, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive NFA of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the NFA, designed to establish Bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the NFA or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the NFA or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the NFA will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3 Furthermore, the NFA reserves the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of

another Bidder or influence the decisions of the NFA regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the Bid.

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Administrator of the NFA, the members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

(b) If the Bidder is a partnership, to all its officers and members;

(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and

(d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1 The following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty (60%) of the interest belongs to citizens of the Philippines; and:

(e) Unless otherwise provide in the **BDS**, persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

(a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;

(b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

(c) When the Goods sought to be procured are not available from local suppliers; or

(d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3 Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the NFA.

5.4 Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITC Clause 12.1 (a) (iii).

5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K) minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where :

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank.

6. Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1 (b)(iii).

6.2 The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.

(e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(g) Authorizing the NFA Administrator or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(h) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

(i) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.5 The NFA shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the NFA.

6.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the NFA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.7 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.8 The Bidder should note that the NFA will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the NFA and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2 Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3 The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1 (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the NFA requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3 Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

10.1 Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the NFA at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2 Supplemental/Bid Bulletins may be issued upon the NFA's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.3 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the NFA website. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

B. Preparation of Bids

11. Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the NFA, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy

or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1 Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;

(ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

(iii) Statement of all its ongoing and completed government and private contracts within the immediate past three years prior to deadline for submission and receipt of bids as stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

(iii.1) name of the contract;

(iii.2) date of the contract;

(iii.3) kinds of Goods;

(iii.4) amount of contract and value of outstanding contracts;

(iii.5) date of delivery; and

(iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.

(iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

(v) Net Financial Contracting Capacity (NFCC) computation or Credit Line Certificate (CLC) in accordance with **ITB** Clause 5.5.

Class "B" Document:

(vi) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners

stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

(b) Technical Documents –

(i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.3) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments.

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents using the form prescribed in Sec. VIII. Bidding Forms; and

(iii) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.2(a)(iv) of RA 9184 and its IRR using the form prescribed in Sec. VIII. Bidding Forms.

13. Documents Comprising the Bid : Financial Component

13.1 Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;

(b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with ITB Clause 27; and

(c) Any other document required in the BDS.

13.2 Unless otherwise stated in the BDS, all Bids that exceed the ABC shall not be accepted.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

15.1 The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project**.**

15.2 The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For Goods offered from within the Philippines:

(i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

(i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

(ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

(iii) The price of other (incidental) services, if any, listed in the **BDS**.

(b) For Goods offered from abroad:

(i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

(ii) The price of other (incidental) services, if any, listed in the **BDS**.

15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1 Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

16.2 If so allowed in accordance with **ITB** Clause 16.1, the NFA for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3 Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1 The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

18.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3 No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.

18.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the BDS.

18.5 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder in **ITB** Clause 17;

a. does not accept the correction of errors pursuant to **ITB** Clause 28.3 (b);

b. fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;

c. submission of eligibility requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;

d. submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

e. allowing the use of one's name, or using the name of another for purposes of public bidding;

f. withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

g. refusal or failure to post the required performance security within the prescribed time;

h. refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

i. any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;

j. failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

k. all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

i. fails to sign the contract in accordance with **ITB** Clause 32; or

ii. fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before deadline specified in the **ITB** Clauses 20 and 21 in two (2) separate sealed bid envelopes, which shall be submitted simultaneously. The first shall contain the

technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4 The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1 Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL" – TECHNICAL COMPONENT", and the original together of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT", sealing them all in an outer envelope marked ORIGINAL BID".

20.2 Each copy of the first and second envelopes shall similarly be sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___ , respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4 All envelopes shall:

(a) contain the name of the contract to be bid in capital letters;

(b) bear the name and address of the Bidder in capital letters;

(c) be addressed to NFA's BAC in accordance with the **ITB** Clause 1.1;

(d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

(e) bear a warning "DO NOT OPEN BEFORE . . ." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

C. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the NFA- BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the NFA, pursuant to **ITB** Clause 19, shall be declared "Late" and shall not be accepted by the NFA.

23. Modification and Withdrawal of Bids

23.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the NFA prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

23.3 Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 0, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1 The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In

this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

24.2 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in the BDS, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

24.3 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

24.4 If a Bidder has previously secured a certification from the NFA to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).

24.5 In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the Bidder concerned.

24.6 Each partner of a joint venture agreement shall likewise submit the Items (i) and (ii) under **ITB** Clauses 12.1(a)(i) by any of the joint venture partners constitutes compliance.

24.7 A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.

24.8 The NFA shall prepare the minutes of the proceedings of the Bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

D. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

25.2 Any effort by a bidder to influence the NFA in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the NFA may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the NFA shall not be considered.

27. Domestic Preference

27.1 Unless otherwise stated in the **BDS**, the NFA will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

(a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity

(b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).

(c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the NFA shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.

(d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the NFA shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2 A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

27.3 A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

28.1 The NFA will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

28.2 The Lowest Calculated Bid shall be determined in two steps:

(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3 The NFA's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the NFA; and

(b) Arithmetical corrections. Consider computational errors, omissions and other bid modifications, if allowed in the BDS, to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

28.5 The NFA's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

28.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

29.1 The NFA shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

29.2 Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

(a) Tax clearance per Executive Order 398, Series of 2005;

(b) Latest income and business tax returns in the form specified in the **BDS**;

(c) Certificate of PhilGEPS Registration; and

(d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

29.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the NFA deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

29.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the NFA Administrator the award

of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

29.6 Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the NFA Administrator shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

30.1 Notwithstanding the eligibility or post-qualification of a Bidder, the NFA concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the NFA shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2 Based on the following grounds, the NFA reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the NFA, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the NFA's BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the NFA Administrator;

(ii) If the project is no longer necessary as determined by the NFA Administrator; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the NFA.

30.3 In addition, the NFA may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post qualification; or

(d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

31.1 Subject to **ITB** Clause 29, the NFA shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2 Prior to the expiration of the period of bid validity, the NFA shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

(b) Posting of the performance security in accordance with **ITB** Clause 33;

(c) Signing of the contract as provided in **ITB** Clause 32; and

(d) Approval by higher authority, if required.

31.4 At the time of contract award, the NFA shall not increase or decrease the quantity of goods originally specified in

Section *VI. Schedule of Requirements*.

32. Signing of the Contract

32.1 At the same time as the NFA notifies the successful Bidder that its bid has been accepted, the NFA shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the NFA.

32.3 The NFA shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4 The following documents shall form part of the contract:

(a) Contract Agreement

(b) Bidding Documents;

(c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Performance Security;

(e) Credit line in accordance with **ITB** Clause 5.5, if applicable;

(f) Notice of Award of Contract; and

(g) Other contract documents that may be required by existing laws and/or the NFA as specified in the **BDS**.

33. Performance Security

33.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from NFA and in no case later than the signing of the contract.

33.2 The performance security shall be in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
4. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

33.3 Failure of the successful Bidder to comply with the above-mentioned requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the NFA shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declared the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

34.1 Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, NFA shall issue its Notice to Proceed to the Bidder.

34.2 The contract effectivity date shall be provided in the Notice to Proceed by NFA, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is ***NATIONAL FOOD AUTHORITY, Philsugin Bldg., North Avenue, Diliman, Quezon City.***
1.2	The item for bid is the ***Rebidding for the Supply, Delivery and Installation of Various Equipment for the FDC-DA BAR Project.***
2	**The Funding Source** is the Government of the Philippines (GOP) through the NFA's 2013 Corporate Operating Budget in the amount of: **Amount** **Lot 1 Refrigerator and Freezer Php 160,000.00** **Lot 2 Uninterrupted Power Supply Php 420,000.00** **Lot 3 Laboratory Equipment and Accesory Php 900,000.00** **The Name of the Project is**: ***REBIDDING FOR THE SUPPLY, DELIVERY & INSTALLATION OF VARIOUS EQUIPMENT FOR THE FDC-DA BAR PROJECT .***
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this project. Foreign bidders, except those falling under ITB Clause 5.2 (b), may not participate in this Project.
5.4	The bidder must have completed within the immediate past three (3) years, a single contract that is similar to this project and whose value, adjusted to current prices, is equivalent to at least fifty percent (50%) of the ABC of this project. For this purpose, similar contracts shall refer to Supply, Delivery and Installation of Equipment similar to those to be bid.
7.0	No further instructions.
8.1	"Subcontracting is not allowed"
8.2	Not applicable
9.1	The Pre-Bid Conference shall be held on **March 19, 2013 at 1:30 PM, *National Food Authority Board Room, 6th Floor, Philsugin Bldg., North Avenue, Diliman, Quezon City.***
10.1	The PROCURING ENTITY'S address is: Procuring Entity - NATIONAL FOOD AUTHORITY Address - Philsugin Bldg., North Ave., Diliman, QC Contact Person - **Atty. Kareen L. Lucero** Telephone/Fax No. - (02) 455-0161/(02) 928-5573 e-mail address - nfappmd@yahoo.com Website - **www.nfa.gov.ph**
12.1	The following additional requirements shall be included in the first envelope: a. Sworn statement on Bidder's Compliance to the Protest Mechanism Provided in Article XVII of RA 9184 using the form prescribed in

	Annex C of Sec. VIII. Bidding Forms. b. List of technicians/service engineers capable of servicing the goods. c. Technical brochures containing complete information about the technical specifications of the product being offered.
12.1 (a.i)	No other acceptable proof of registration is recognized
12.1(iii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within ***the immediate past three years*** prior to the deadline for the submission and receipt of bids. Bidder shall submit separate statements for (1) completed contract/s and (2) ongoing and awarded but not yet started contracts using the prescribed format attached as Annexes "E-1" and "E-2" in Section VIII. Bidding Forms. ***A photocopy of the bidder's single largest contract shall be attached to the statement of completed contracts.***
13.1	No additional requirements.
13.1 (b)	No further instructions.
13.2	The ABC is : **Amount** **Lot 1 Refrigerator and Freezer Php 160,000.00** **Lot 2 Uninterrupted Power Supply Php 420,000.00** **Lot 3 Laboratory Equipment and Accesory Php 900,000.00** Any bid with a financial component exceeding the abovementioned amount shall not be accepted.
15.4(a)(iii)	No incidental services are required.
15.4(b)	Not applicable
16.3	Not applicable.
17.1	Bids will be valid for 120 days from the date of opening of bids.
18.1	The bid security shall be in the following amount: 1. **Two percent (2%) of ABC** if bid security is in cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank, or irrevocable letter of credit issued by a Universal or Commercial Bank; or 2. **Five percent (5%) of ABC** if bid security is in Surety Bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security. 4. Bid Securing Declaration in accordance with the form prescribed in Annex F, Sec. VIII. Bidding Forms.

18.2	The Bid Security shall be valid for 120 days from the date of opening of bids.
20.3	**Bidders participating in several lots need not repeatedly submit their eligibility and technical documents. However, the bid security shall be submitted separately (not lumped) on a per lot basis and computation of the Net Financing Contracting Capacity (NFCC) or the Credit Line Certificate (CLC) shall be based on the total of the ABCs of the lots the bidder will be participating in.** **Bidders participating in several lots shall submit their Financial Component in separate sealed envelope.** Each bidder shall submit **one (1) original and one (1) certified copy each of its eligibility and technical documents (Technical Component) and financial documents (Financial Component).** For this purpose, a duly certified photocopy of the SEC/DTI/CDA Registration Certificate and Mayor's Permit shall be accepted as part of the "original copy" envelope provided it is duly certified by the issuing agency; **or** photocopy of the aforementioned documents duly certified by the bidder, provided that the original copy of the said document is presented to the BAC during the opening of bids for validation/authentication. The original copies shall be returned to the bidder immediately thereafter.
21	The Address for Submission of Bids is ***NFA Board Room 6th floor, Philsugin Bldg., North Avenue, Diliman, Quezon City*** The deadline for Submission of Bids is **April 2, 2013 at 1:30 PM.**
24.1	The place of Bid opening is ***NFA Board Room, 6th floor, Philsugin Bldg., North Avenue, Diliman, Quezon City.*** The date and time of Bid opening is **April 02, 2013 at 1:35 PM.**
24.2	No further instructions.
27.1	No further instructions.
28.3 a	All goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.
28.3.b	Bid modification is not allowed
28.4	No further instructions.
29.2	The following should be submitted on the first day of post-qualification: 1. BIR Tax Clearance Certificate per EO398, series of 2005; 2. Latest income and business tax returns per Revenue Regulations 3-2005 3. PHILGEPS Registration Certificate; 4. Taxpayer's Identification Number; and 5. VAT or Non-VAT Registration Certificate. The income tax and business tax returns stated above may be filed

	manually or through the Electronic Filing and Payments System (EFPS). Proofs of payment in case of electronic filing are as follows: 1. EFPS Confirmation Receipt; or 2. Bank issued payment confirmation receipt; or 3. BIR payment status
32.4(g)	No other additional documents required
34.2	The effective date of the Contract is the date the winning bidder receives the Notice to Proceed.

Section IV. General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the NFA and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the NFA under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this Section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The NFA" means the organization purchasing the Goods, as named in the **SCC**.

(h) "The NFA's country" is the Philippines.

(i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

(j) The "Funding Source" means the organization named in the **SCC**.

(k) "The Project Site," where applicable, means the place or places named in the **SCC**.

(l) "Day" means calendar day.

(m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the NFA Administrator setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the NFA:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NFA, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the NFA of the benefits of free and open competition.

(iii)"collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the NFA, designed to establish bid prices at artificial, non-competitive levels.

iii. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

iv. "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of NFA or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to

the administrative proceedings or investigation or from pursuing such proceedings or investigations; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of NFA or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or NFA, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1.

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

5. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

6.1 The GOODS and Related Services to be provided shall be as specified in

Section VI. *Schedule of Requirements*.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2 Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of NFA.

7.3 All subcontracting arrangements as disclosed and identified during the eligibility check shall not be changed during the implementation of this Contract.

8. NFA's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the NFA shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The NFA shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its

bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

10.1 Payments shall be made only upon a certification by the NFA Administrator or his authorized representative to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the NFA to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2 The Supplier's request(s) for payment shall be made to the NFA in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3 Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the NFA, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4 Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA9184.

11.2 For Goods supplied from abroad, their terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by NFA's authorized representative. In the event that no inspection or acceptance

certificate is issued by NFA's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty (20%) subject to NFA's own verification of the reasons(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the NFA but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in the ITB Clause 33.2.

13.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the NFA, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the NFA of the Certificate of Final Acceptance.

13.4 The performance security may be released by the NFA and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the NFA;

(b) The Contractor has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

13.5 In case of a reduction of the contract value, the NFA shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

1.4 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the NFA's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or

information furnished by or on behalf of the NFA. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the NFA and shall be returned (all copies) to the NFA on completion of the Supplier's performance under this Contract if so required by the NFA.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Terms of Reference/Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1 The NFA or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the NFA. The **SCC** and Section VII. Terms of Reference/Technical Specifications shall specify what inspections and/or tests the NFA requires and where they are to be conducted. The NFA shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the NFA. The supplier shall provide the NFA with result of such inspections and tests.

16.3 The NFA or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the NFA shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The NFA may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the NFA, and shall repeat the test and/or inspection, at no cost to the NFA, upon giving a notice pursuant to **GCC** Clause 5.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the NFA or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the NFA provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC;** provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4 The NFA shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the NFA.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the GCC Clause 17.4, the NFA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the NFA may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the NFA in

Section VI. *Schedule of Requirements*.

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the

NFA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the NFA shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the NFA shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the NFA shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1 If any dispute or difference of any kind whatsoever shall arise between the NFA and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NFA or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the NFA shall pay the Supplier any monies due the Supplier.

21. Liability of Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the NFA shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions: and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the NFA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the NFA in writing of such condition and the cause thereof. Unless otherwise directed by the NFA in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1 The NFA shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the NFA pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the NFA stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2 In the event the NFA terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the NFA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the NFA for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the NFA may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The NFA shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NFA and/or the Supplier.

25. Termination for Convenience

25.1 The NFA may terminate this Contract, in whole or in part, at any time for its convenience. The NFA Administrator may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the NFA at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the NFA may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the NFA which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the NFA before recovery may be made.

26. Termination for Unlawful Acts

26.1 The NFA may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the NFA Administrator shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the NFA, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the NFA Administrator verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after

the lapse of the seven (7) day period, either by inaction or by default, the NFA Administrator shall issue an order terminating this Contract;

(e) The NFA may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the NFA Administrator shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The NFA Administrator may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the NFA Administrator; and

(h) The Supplier must serve a written notice to the NFA of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the NFA.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the NFA's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the **National Food Authority.**
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the 2012 NFA Corporate Operating Budget in the amount of: **Lot 1 Php 160,000.00** **Lot 2 Php 420,000.00** **Lot 3 Php 900,000.00**
1.1(k)	The Delivery Site is the Food Development Center (FDC), NFA, FTI Complex, Taguig City.
5.1	The NFA's address for Notices is: **ATTY. JOSE D. CORDERO** Asst. Administrator and BAC Chairman National Food Authority Philsugin Bldg., North Avenue Diliman, Quezon City **The Supplier's address** for Notices is _____. Tel. # _____ Fax No. _____
6.2	Please refer to Sec. VII. Technical Specifications Item No. 6 re Obligations of the Winning Bidder for Lots 1, 2 and 3
10.1	Payments shall be made only upon issuance of a certification by the Department Head, FDC to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.
13.4(c)	No further instructions.
16.1	Please refer to Sec. VII Technical Specifications Item No.9 re testing and acceptance provision for Lots 1, 2 and 3.
17.3	The warranty period shall be at least one (1) year on parts and service from date of final acceptance of goods by the NFA-FDC.
17.4	Response time for calls for repairs shall be within 48 hours after supplier's receipt of NFA notice
21.1	No additional provision.

Section VI. Schedule of Requirements

The delivery schedule for the various equipment for FDC – DA BAR Project (LOTS 1, 2 & 3) shall be sixty (60) days from the Supplier's receipt of the Notice to Proceed.

The place of delivery for Lots 1, 2 & 3 shall be at the Food Development Center (FDC). FTI Complex, Taguig City.

Section VII.

Technical Specifications

LOT 1

1 UNIT REFRIGERATOR
1 UNIT FREEZER

Republic of the Philippines
NATIONAL FOOD AUTHORITY
North Avenue, Diliman, Quezon City

TECHNICAL SPECIFICATIONS

REFRIGERATOR (1 Unit)
FREEZER (1 Unit)

1. RATIONALE

The NFA-FDC Contaminants Laboratory urgently needs one (1) unit Refrigerator and one (1) unit Freezer for use in the Department of Agriculture-Bureau of Animal Research (DA-BAR) Project "Method development and analysis of some residues of priority pesticides on mango, rice and other fruits and vegetables in support of the establishment of maximum residue limits (MRLs) required in international trade."

The Refrigerator and Freezer will be used as storage of standard, standard solutions, sample extracts and fresh fruits and vegetable samples. At present, market sampling cannot be done as scheduled due to limited storage as the laboratory has only one unit each of said equipment.

2. SUBJECT MATTER OF THE BIDDING

This tender calls for the supply, delivery, and installation of the following laboratory equipment to be used by NFA-FDC:

1. One (1) unit Refrigerator
2. One (1) unit Freezer

A. Location of the Project

Supplier shall provide the above equipment to the NFA-FDC located at FTI Complex, Taguig City.

B. Technical Specifications:

B.1 Refrigerator

a. Color	:	White or gray
b. No. of Refrigerator Shelves	:	≥4
c. Total Refrigerator Capacity	:	≥16 cu. ft
d. Ice Maker	:	No
e. Water/Ice Dispenser	:	No
f. Freezer	:	No

g. With equipment manual of operation
h. With at least one (1) year warranty on parts and service

B.2 Freezer

a. Upright
b. 15 cubic feet
c. Upfront temperature control
d. Fast Freezing mode
e. Frost-Free freezer
f. Sliding drawer
g. Power: 220V AC
h. With equipment manual and operation
i. With at least one (1) year warranty on parts and service

3. MINIMUM QUALIFICATION OF THE BIDDERS

Prospective bidders shall be duly licensed and is engaged in the business of supply and delivery of similar equipment for the last three (3) years. The bidder must have Engineers and list of technicians with experience relevant to the equipment to be bid (including installation, operation, maintenance and troubleshooting).

4. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is One Hundred Sixty Thousand Pesos **(₱ 160,000.00).**

5. OBLIGATIONS OF NFA-FDC

a. Provide for the needed power supply for the Refrigerator and Freezer to be installed at the site.
b. Acknowledge receipt of the Refrigerator and Freezer upon its installation.
c. Assign responsible personnel to be trained on the use of the Refrigerator and Freezer.
d. Notify the supplier in case of defect or malfunctioning of the Refrigerator and Freezer.

6. OBLIGATIONS OF THE WINNING BIDDER

a. Ensure the supply and delivery of the Refrigerator and Freezer on time.
b. Ensure that the Refrigerator and Freezer are installed in accordance with the required specifications.
c. Conduct calibration and testing of the Refrigerator and Freezer after installation.
d. Conduct training on the use of Refrigerator and Freezer for NFA-FDC Analysts after its installation.
e. Respond to NFA-FDC's call for repair/service within 48 hours after confirmed receipt of the call for service.

7. SPECIAL CONDITION

The winning bidder must comply all the requirements listed under the technical specifications, additional requirements, scope of work, and obligations of the bidder prior to final acceptance.

8. DELIVERY OF EQUIPMENT

The supplier shall deliver and install one (1) unit Refrigerator and one (1) unit Freezer within sixty (60) calendar days upon receipt of the Notice to Proceed.

9. TESTING AND ACCEPTANCE

The Refrigerator and Freezer will be calibrated and tested by the supplier after installation to determine compliance with specifications. Final acceptance of the equipment will be made after all the above requirements have been met.

10. WARRANTY

The winning bidder shall submit a Warranty Certificate of at least 1 year on parts and service from the date of final acceptance.

(Sgd) AMELIA W. TEJADA, Ph.D.
Department Manager

Recommending Approval:

(Sgd) RUBEN S. RIMANDO	**(Sgd) MA. MERCEDES G. YACAPIN**	**(Sgd) CARLITO G. CO**
Provisional Member, BAC	Provisional Member, BAC	Regular Member, BAC

(Sgd) CELIA Z. TAN	**(Sgd) JOSE D. CORDERO**
Vice Chairman, BAC	BAC Chairman

LOT 2

1 UNIT
UNINTERRUPTED POWER SUPPLY (UPS)

Republic of the Philippines
NATIONAL FOOD AUTHORITY
FOOD DEVELOPMENT CENTER
North Avenue, Diliman, Quezon City

TECHNICAL SPECIFICATIONS
UNINTERRUPTED POWER SUPPLY (UPS)

1. RATIONALE

The NFA-FDC Contaminants Laboratory urgently needs one (1) unit Uninterrupted Power Supply (UPS) for use with the Gas Chromatograph tandem Mass Spectrometer (GCMSMS) equipment. The GCMSMS is used in the analysis of pesticide residues in agricultural samples such as rice, fruits and vegetables. The UPS is necessary to ensure the continuous operation of this equipment during power failure to save the data generated during the analysis.

FDC was not able to include the UPS in the purchase of the GCMSMS equipment due to its limited budget in 2011. The GCMSMS currently shares with the UPS of another equipment but FDC found this unproductive as both the equipment have to be turned off when the UPS undergoes maintenance and repair.

2. SUBJECT MATTER OF THE BIDDING

This tender calls for the supply, delivery, and installation of one (1) unit Uninterrupted Power Supply (UPS).

a. Location of the Project

FTI Complex, Taguig City

b. Technical Specifications:

1. Make/Brand	:	US, European or Japan
2. Output Power Capacity	:	≥ 7 KVA
3. Nominal Output Voltage	:	220V, Single phase
4. Efficiency at full load	:	95% or better
5. Efficiency at half load	:	90% or better
6. Output Voltage Distortion	:	<5% of full load
7. Required output current protection	:	Appropriate requirement for at least 7kVA output
8. Recharging time	:	5 hours or better
9. Control panel	:	Digital LCD display
10. Alarm	:	With audible and visible alarm that can be configured
11. Emergency Power Off	:	Yes

12. Regulatory Approval : Compliant to accredited bodies such as ISO or IE
13. **Other Requirements** :

    a. Documentation – User and Equipment Manual including electrical diagram
    b. Certificate of Compliance to International Standard

14. **SCOPE OF WORK**

    a. Supply, delivery and installation of UPS at the National Food Authority – Food Development Center LCMSMS Room
    b. Configuration of UPS to GCMSMS equipment
    c. Testing of UPS to GCMSMS equipment

15. With at least one (1) year warranty on parts and service

3. MINIMUM QUALIFICATION OF THE BIDDERS

Bidders must be authorized distributor of Uninterrupted Power Supply (UPS) or similar laboratory equipment, duly licensed and engaged in the business for the last three (3) years. The bidders must have Engineers and a list of technicians with experience relevant to the equipment to be bid (including installation, operation, maintenance and troubleshooting).

4. APPROVED BUDGET FOR THE CONTRACT

The total Approved Budget for the Contract (ABC) is Four Hundred Twenty Thousand Pesos **(Php 420,000.00).**

5. OBLIGATIONS OF NFA-FDC

a. Provide for the needed power supply for the UPS to be installed at the site.
b. Acknowledge receipt of the UPS upon its installation.
c. Assign responsible personnel to be trained on the use of the Uninterrupted Power Supply (UPS).
d. Notify the supplier in case of defect or malfunctioning of the Uninterrupted Power Supply (UPS).

6. OBLIGATIONS OF THE BIDDER

The winning bidder shall undertake the following:

a. Supply, deliver and install one (1) unit Uninterrupted Power Supply (UPS) at NFA-FDC located at the FTI Complex, Taguig City on time.
b. Conduct calibration and testing of the UPS after installation.
c. Configure the UPS to the GCMSMS equipment.
d. Conduct training on the use of the UPS for NFA-FDC Analysts after its installation.
e. Respond to NFA-FDC's call for repair/service within 48 hours after confirmed receipt of the call for service.

7. SPECIAL CONDITION

The winning bidder must comply all the requirements listed under the technical specifications, additional requirements, scope of work, and obligation of the bidder prior to final acceptance.

8. DELIVERY OF EQUIPMENT

The supplier shall deliver and install one (1) unit Uninterrupted Power Supply (UPS) including all accessories, consumables and documentation within sixty (60) calendar days upon receipt of the Notice to Proceed.

9. TESTING AND ACCEPTANCE

The equipment will be calibrated and tested by the supplier after installation to determine compliance with specifications. Final acceptance of the equipment will be made only after the above requirements have been met.

10. WARRANTY

The winning bidder shall submit a Warranty Certificate on parts and service of at least 1 year from the date of final acceptance.

(Sgd) AMELIA W. TEJADA, Ph.D.
Department Manager

Recommending Approval:

(Sgd) RUBEN S. RIMANDO	**(Sgd) MA. MERCEDES G. YACAPIN**	**(Sgd) CARLITO G. CO**
Provisional Member, BAC	Provisional Member, BAC	Regular Member, BAC

(Sgd) CELIA Z. TAN	**(Sgd) JOSE D. CORDERO**
Vice Chairman, BAC	BAC Chairman

LOT 3

LABORATORY EQUIPMENT (5 UNITS) AND ACCESSORY (1 UNIT)

Republic of the Philippines
NATIONAL FOOD AUTHORITY
North Avenue, Diliman, Quezon City

TECHNICAL SPECIFICATIONS

1 Lot - LABORATORY EQUIPMENT (5 Units) and ACCESSORY (1 Unit)

1. RATIONALE

The NFA-FDC Contaminants Laboratory urgently needs the following equipment and accessories to implement the Department of Agriculture-Bureau of Animal Research (DA-BAR) project "Method development and analysis of some residues of priority pesticides on mango, rice and other fruits and vegetables in support of the establishment of maximum residue limits (MRLs) required in international trade":

1. One (1) unit Chopper/Grinder
2. One (1) unit Top Loading Balance
3. One (1) unit Ultrasonic Cleaner
4. One (1) unit Wrist Action Shaker
5. One (1) unit Refrigerated Centrifuge
6. One (1) unit GC Capillary Column

The above equipment will be used for sample weighing, preparation, extraction and analysis. At present, FDC analysts involved in the project has to perform the above processes using equipment borrowed from the Chemistry laboratory which may cause delay as they have to rely on the availability of the equipment. The purchase is needed to meet the deadline for the completion of the project.

2. SUBJECT MATTER OF THE BIDDING

This tender calls for the supply, delivery, and installation of the following laboratory equipment and accessory to be used by NFA-FDC:

1. One (1) unit Chopper/Grinder
2. One (1) unit Top Loading Balance
3. One (1) unit Ultrasonic Cleaner
4. One (1) unit Wrist Action Shaker
5. One (1) unit Refrigerated Centrifuge
6. One (1) unit GC Capillary Column

A. Location of the Project

Supplier shall provide the equipment and accessory listed in No. 2 to the NFA- FDC located at FTI Complex, Taguig City.

B. Technical Specifications:

B.1 Chopper/Grinder

1. Chops softer sample
2. With grinding assembly to be installed for harder sample
3. Power : 220 Volts
4. Speed : 1795 rpm minimum capacity
5. Sample container with cover: 700 mL minimum capacity
6. Container : polycarbonate
7. Blades : 420 stainless steel
8. With equipment manual of operations
9. Commissioning and Installation : To be done by supplier
10. With at least one (1) year warranty on parts and service

B.2 Top Loading Balance

1. Capacity : 0-3100 g
2. Readability : ≤ 0.01 g
3. Repeatability : ± 0.01 g (standard deviation)
4. Linearity : ± 0.02 g
5. Response time (average) : ≤ 2.5 seconds
6. Power source : 220 V
7. With equipment manual of operation
8. With at least one (1) year warranty on parts and service

B.3 Ultrasonic Cleaner

1. With heater, digital timer, temperature monitor and degas feature
2. Tank Capacity : 2.5 gallon
3. Power: 220 Volts
4. 40 kHz high frequency sound waves
5. Heater is adjustable from 20 to 69°C
6. Stainless steel tank surrounded by a durable, impact-resistant polypropylene housing
7. Includes polypropylene lid
8. With equipment manual of operations
9. With at least one (1) year warranty on parts and service

B.4 Wrist Action Shaker

1. Capable of holding 12 flasks
2. Power : 230 V, 50 Hz
3. Mimic the side to side action of hand mixing with flask up to 500 mL
4. Two flask holding configurations; with side arm capacity only
5. Adjustment arm shaking amplitude and speed
6. Overload protection turns off shaker in the event of a malfunction
7. Timer can be set from 0-60 min or run continuously
8. Dimensions: 43" W x 12 ½ " H x 15 5/16" D
9. Installation to be done by supplier
10. Training of FDC analysts on the use of the equipment
11. With equipment manual of operation
12. With at least one (1) year warranty on parts and service

B.5 Refrigerated Centrifuge

1. Maximum Speed : 4400 rpm
2. Maximum RCF : 3000 g
3. Operating Temperature : -9 to 40°C
4. Time : 30 seconds-99 minutes or continuous
5. With Fixed –Angle Rotor (≥12 x 15 mL tube)
6. With brushless induction motor
7. With the digital display of the following :
   a. rpm
   b. RCF
   c. time
8. With alarm at end of run
9. With equipment user's manual
10. With at least one (1) year warranty on parts and service

B.6 GC Capillary Column

1. HP-5 MSI, 30 m x 0.25 mm, 0.25 μm, Agilent Cat. No. 19091 S-4331 or its equivalent

3. MINIMUM QUALIFICATION OF THE BIDDERS

Prospective bidders shall be duly licensed and is engaged in the business of supply and delivery of laboratory supplies and similar equipment for the last three (3) years. The bidder must have Engineers and list of technicians with experience relevant to the equipment to be bid (including installation, operation, maintenance and troubleshooting).

4. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is Nine Hundred Thousand Pesos **(₱ 900,000.00).**

5. OBLIGATIONS OF NFA-FDC

a. Provide for the needed power supply for the equipment to be installed at the site.
b. Acknowledge receipt of the laboratory equipment and accessory listed in No. 2 upon its installation.
c. Assign responsible personnel to be trained on the use of the equipment and accessory listed in No. 2.
d. Notify the supplier in case of defect or malfunctioning of the equipment and accessory listed in No. 2.

6. OBLIGATIONS OF THE WINNING BIDDER

a. Ensure the supply and delivery of the equipment listed in No. 2 at NFA-FDC located at the FTI Complex, Taguig City on time.
b. Ensure that the equipment listed in No. 2 is installed in accordance with the required specifications.
c. Conduct calibration and testing of the equipment listed in No. 2 after installation.
d. Conduct training on the use of the equipment listed in No. 2 for NFA-FDC Analysts after its installation.
e. Respond to NFA-FDC's call for repair/service within 48 hours after confirmed receipt of the call for service.

7. SPECIAL CONDITION

The winning bidder must comply all the requirements listed under the technical specifications, additional requirements, scope of work, and obligations of the bidder prior to final acceptance.

8. DELIVERY OF EQUIPMENT

The supplier shall deliver and install five (5) units laboratory equipment and one (1) unit accessory listed in No. 2 including all accessories, consumables and documentation within sixty (60) calendar days upon receipt of the Notice to Proceed.

9. TESTING AND ACCEPTANCE

The equipment will be calibrated and tested by the supplier after installation to determine compliance with specifications. Final acceptance of the equipment will be made after all the above requirements have been met.

10. WARRANTY

The winning bidder shall submit a Warranty Certificate of at least 1 year on parts and service from the date of final acceptance for each equipment.

(Sgd) AMELIA W. TEJADA, Ph.D.
Department Manager

Recommending Approval:

(Sgd) RUBEN S. RIMANDO	**(Sgd) MA. MERCEDES G. YACAPIN**	**(Sgd) CARLITO G. CO**
Provisional Member, BAC	Provisional Member, BAC	Regular Member, BAC

(Sgd) CELIA Z. TAN	**(Sgd) JOSE D. CORDERO**
Vice Chairman, BAC	BAC Chairman

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Annex A

(Letterhead)

FINANCIAL BID PROPOSAL FORM

(Indicate Lot No.)

(Note: Separate financial bid proposals shall be submitted if bidding for two or more lots)

_____
Date

The BAC Chairman
NATIONAL FOOD AUTHORITY
Philsugin Bldg., North Avenue
Diliman, Quezon City

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Number _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install _____ in conformity with the Bidding Documents for the sum of *[Total Bid Cost, inclusive of VAT, in words]* broken down as follows:.

Item Description	Quantity/Unit	Unit Cost (Pesos)	VAT (Pesos)	Total Cost (Pesos)
[Specify items to be Bid]	*[Specify number of units]*	_____	_____	_____
	TOTAL			P_____

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amount, and within the time specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

_____
Name of Firm

_____
Name and Signature of Authorized Representative

Annex B-1

TECHNICAL BID FORM
Lot 1

EQUIPMENT : **REFRIGERATOR**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **REFRIGERATOR** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/ Remarks (e.g. Brochure, page 2)
1	Color : White or Gray		
2	No. of refrigerator Shelves: ≥ 4		
3	Total Refrigerator Capacity: ≥ 16 cu. ft.		
4	Ice Maker: No		
5	Water/Ice Dispenser: No		
6	Freezer: No		
7	With equipment manual of operation		
8	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-2

TECHNICAL BID FORM
Lot 1

EQUIPMENT : **FREEZER**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **FREEZER** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	Upright		
2	15 cubic ft.		
3	Upfront temperature control		
4	Fast freezing mode		
5	Frost-free freezer		
6	Sliding drawer		
7	Power: 220V AC		
8	With equipment manual of operation		
9	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-3

TECHNICAL BID FORM
Lot 2

EQUIPMENT : **UNINTERRUPTIBLE POWER SUPPLY (UPS)**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **UNINTERRUPTIBLE POWER SUPPLY (UPS)** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	Make/Brand: US, European or Japan		
1	Output Power Capacity : ≥ 7 KVA		
2	Nominal Output Voltage : 220V, Single phase		
3	Efficiency at full load : 95% or better		
4	Efficiency at half load : 90% or better		
5	Output Voltage Distortion : <5% of full load		
6	Required output current protection : Appropriate requirement for at least 7kVA output		
7	Recharging time : 5 hours or better		
8	Control panel : Digital LCD display		
9	Alarm : With audible and visible alarm that can be configured		
10	Emergency Power Off : Yes		
11	Regulatory Approval : Compliant to such as ISO and IE		
12	**Other Requirements** :		
	a. Documentation – User & Equipment Manual including electrical diagram, Certificate of Compliance to International		

	Standard		
13	**SCOPE OF WORK**		
	a. Supply, delivery and installation of UPS at the National Food Authority – Food Development Center LCMSMS Room		
	b. Configuration of UPS to GCMSMS equipment		
	c. Testing of UPS to GCMSMS equipment		
14	With at least one (1) year warranty on parts and service		

_____

Name of Firm

_____

Signature over Printed Name of Authorized Representative

Annex B-4

TECHNICAL BID FORM
Lot 3

EQUIPMENT : CHOPPER/GRINDER
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **CHOPPER/GRINDER** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	Chops softer sample		
2	With grinding assembly to be installed for harder sample		
3	Power : 220 Volts		
4	Speed : 1795 rpm minimum capacity		
5	Sample container with cover: 700 mL minimum capacity		
6	Container : polycarbonate		
7	Blades : 420 stainless steel		
8	With equipment manual of operations		
9	Commissioning and Installation : To be done by supplier		
10	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-5

TECHNICAL BID FORM
Lot 3

EQUIPMENT : **TOP LOADING BALANCE**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **TOP LOADING BALANCE** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	Capacity : 0-3100 g		
2	Readability : ≤ 0.01 g		
3	Repeatability : ± 0.01 g (standard deviation)		
4	Linearity : ± 0.02 g		
5	Response time (average) : ≤ 2.5 seconds		
6	Power source : 220 V		
7	With equipment manual of operation		
8	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-6

TECHNICAL BID FORM
Lot 3

EQUIPMENT : **ULTRASONIC CLEANER**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **ULTRASONIC CLEANER** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	With heater, digital timer, temperature monitor and degas feature		
2	Tank Capacity : 2.5 gallon		
3	Power: 220 Volts		
4	40 kHz high frequency sound waves		
5	Heater is adjustable from 20 to 69°C		
6	Stainless steel tank surrounded by a durable, impact-resistant polypropylene housing		
7	Includes polypropylene lid		
8	With equipment manual of operations		
9	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-7

TECHNICAL BID FORM
Lot 3

EQUIPMENT : **WRIST ACTION SHAKER**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **WRIST ACTION SHAKER** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	Capable of holding 12 flasks		
2	Power : 230 V, 50 Hz		
3	Mimic the side to side action of hand mixing with flask up to 500 mL		
4	Two flask holding configurations; with side arm capacity only		
5	Adjustment arm shaking amplitude and speed		
6	Overload protection turns off shaker in the event of a malfunction		
7	Timer can be set from 0-60 min or run continuously		
8	Dimensions: 43” W x 12 ½ “ H x 15 5/16” D		
9	Installation to be done by supplier		
10	Training of FDC analysts on the use of the equipment		
11	With equipment manual of operation		
12	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-8

TECHNICAL BID FORM
Lot 3

EQUIPMENT : **REFRIGERATED CENTRIFUGE**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **REFRIGERATED CENTRIFUGE** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

	FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
1	Maximum Speed : 4400 rpm		
2	Maximum RCF : 3000 g		
3	Operating Temperature : -9 to 40°C		
4	Time : 30 seconds-99 minutes or continuous		
5	With Fixed –Angle Rotor (≥12 x 15 mL tube)		
6	With brushless induction motor		
7	With the digital display of the following :		
	a. rpm		
	b. RCF		
	c. time		
8	With alarm at end of run		
9	With equipment user's manual		
10	With at least one (1) year warranty on parts and service		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex B-9

TECHNICAL BID FORM
Lot 3

EQUIPMENT : **GC CAPILLARY COLUMN**
QUANTITY : One (1)

Below you will find FDC's Equipment Specifications for the **GC CAPILLARY COLUMN** to be purchased. Put a check (√) beside FDC specification if applicable or indicate supplier's equivalent specification. Put A cross mark (X) beside FDC specification if such item is not included in the bid offer.

IMPORTANT: Specifications should be consistent with what is indicated in the "Brochure" and "Bid Offer Form for Specifications".

FDC Specifications	Supplier's Equivalent Specification	Reference of Supplier's Specification/Remarks (e.g. Brochure, page 2)
HP-5 MSI, 30 m x 0.25 mm, 0.25 µm, Agilent Cat. No. 19091 S-4331 or its equivalent		

_____
Name of Firm

_____
Signature over Printed Name of Authorized Representative

Annex C

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

Omnibus Sworn Statement

I, _____, of legal age, Civil Status, Nationality , with postal address at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the *(Title/Designation)* of *Name of Company* , a sole proprietorship/partnership/corporation with principal address at _____;

2. I am granted full power and authority to do so, execute and perform any and all acts necessary and/or to represent the *[name of company]* in the bidding as shown in the attached Secretary's Certificate, if representing partnership or corporation, or Special Power of Attorney (SPA), if representing the owner of a sole proprietorship;

3. The *[name of company]* is not blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGU's including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. The *[name of company]* is authorizing the NFA Administrator or his duly authorized representative/s to verify any or all the documents submitted.

6. I, nor any officer/board member/director/controlling stockholder of *[name of company]*, is not related to the NFA Administrator, the BAC Chairman and its members, the members of the Secretariat and the Technical Working Group either by consanguinity or affinity up to the third civil degree.

7. The *[name of company]* complies with existing labor laws and standards.

8. The *[name of company]* is aware of and has undertaken the following responsibilities as a Bidder:

    a) Carefully examine all of the Bidding Documents;

    b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the project.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

Recently Taken
Passport Size Photo

_____
Affiant

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2013 in _____, affiant exhibiting to me his/her Government ID *(indicate type and No.).*

_____
Notary Public

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2013.

Annex D

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

Sworn Statement on Compliance to the Protest Mechanism Provided in Article XVII of RA 9184

The undersigned Name of Authorized Representative , in his/her capacity as the _____, and as the authorized signatory of Name of Company , a single proprietorship/partnership/corporation, duly registered and existing under the laws of the Philippines, with principal office address at _____, after having been duly sworn in accordance with law, do hereby depose, state, warrant, waive and undertake the following, in relation to the Bidding for the _____:

2. That the (Name of Company) and any and all of its officers, directors or controlling stockholders/owners hereby undertake and commit to duly and strictly comply and abide with the following:

   "Any Court action including any petition for a preliminary or mandatory injunction or a temporary restraining order, or any other provisional remedy may be resorted to only after the protests contemplated in the Instructions to Bidders shall have been completed and all administrative remedies have been exhausted. Cases that are filed in violation of the the process specified herein shall be dismissed for lack of jurisdiction. The regional trial court shall have jurisdiction over final decisions of the head of the procuring entity. Court actions shall be governed by Rule 65 of the 1997 Rules of Civil Procedure."

3. That failure on the part of the (Name of Company) and/or any and all of its officers, directors or controlling stockholders/owners to comply and abide with the above-stated provisions shall result to the automatic dismissal for lack of jurisdiction, lack of cause of action, prematurity and/or forum shopping of any court action that may be filed by the (Name of Company) and/or any and all of its officers, directors or controlling stockholders/owners or by anyone in behalf of the latter relative, pertinent, corollary to or in connection with the subject bidding process;

4. That the (Name of Company) and/or any and all of its officers, directors or controlling stockholders/owners hereby bind themselves that any such court action that may be filed relative or pertinent to the bidding process concerned can only be filed in the jurisdiction of the courts of Quezon City to the complete exclusion of any other venue as said other venues are hereby completely waived;

5. That further, failure to comply and abide with the immediately foregoing shall result to the automatic dismissal of such court action that may be filed for lack of jurisdiction or lack of cause of action;

   The undersigned further attests to the truth and correctness of the foregoing statements, waivers and undertakings according to his/her personal knowledge.

SIGNED this _____ day _____ of _____ at _____.

_____
Signature over Printed Name of Affiant

SUBSCRIBED AND SWORN to before me this _____ day _____ of _____ in the _____, affiant exhibited to me his/her Government Identification Card _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2013.

ANNEX E-1

Statement of Completed Contracts

This is to certify that _____*(company)*_____ has the following completed contracts for the period CY 2010-2012:

Date of Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	DATES		Bidder is:
					Delivery/ End-User's Acceptance	Official Receipt	a. Manufacturer b. Distributor/ Reseller

_____ _____

Name and Signature of Authorized Representative

Date

*Instructions

a) Cut-off date as of the day before the deadline of submission and opening of bids.

b) If there are more than (10) completed contracts for the period i.e 2009-2011, state at least 10 completed contracts for said period. Contracts that are similar to the project being bid in terms of nature and amount shall be prioritized in inclusion in the list.

If there are 10 or less completed contracts for the period i.e 2009-2011, state all completed contracts for the said period (government and private contracts which maybe similar or not similar to the project called for bid)

c) Single Largest Contracts to be submitted must be a part of the list.

d) In the column for "End-user's Acceptance, indicate the date of the Acceptance/Official Receipt.

e) **"**NAME OF CONTRACT". Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand.
Example: "Supply and Delivery of Laboratory Equipment."

ANNEX E-2

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____(company)_____ has the following ongoing and awarded but not yet started contracts:

Date of Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is: a. Manufacturer b. Distributor/ Reseller

_____ _____

Name and Signature of Authorized Representative

Date

*Instructions

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which maybe similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.

b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

c) The total amount of the ongoing and awarded but not yet started contracts should be consistent whit those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

(d) "Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/ representations. Example: *"Supply and Delivery of Laboratory Equipment."*

Annex F

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x----------x

BID-SECURING DECLARATION

Invitation to Bid No. 2013-0_:

To: NATIONAL FOOD AUTHORITY
Philsugin Bldg., North Avenue, Diliman, Quezon City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration3, if I/we have committed any of the following actions:

   i. Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or

   ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   1. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   2. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

3. I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this _____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

Annex G

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20 _____ between NFA (hereinafter called "the Entity") of the one part and *[name of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Supply, Delivery and Installation of Various Equipment for the FDC – DA BAR Project *(indicate Lot no.)* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *(indicate contract amount)* hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

3. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to:

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, vis:
   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Condition of contract; and
   (f) the Entity's Notification of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for Entity)
Signed, sealed, delivered by _____ the _____ (for the Supplier)

CHECKLIST OF TECHNICAL AND FINANCIAL COMPONENTS FOR BIDDERS

REBIDING FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS EQUIPMENT FOR FDC-DA BAR PROJECT

A. ENVELOPE #1 - TECHNICAL COMPONENT shall contain the following:

Eligibility Documents

Class "A" Documents

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration.
2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located. Permit must be specific to the line of business relevant to the bidding at hand.
3. Duly signed Statement of all its ongoing and completed government and private contracts within the immediate past three (3) years prior to deadline for submission and receipt of bids including contracts awarded but not yet started, if any. Please refer to the prescribed format in Section VIII.
4. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, but should not be earlier than two (2) years from bid submission.
5. Duly signed Net Financial Contracting Capacity (NFCC) which shall be at least equal to the ABC to be bid, or
   Certificate of commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this project, in an amount equal to at least 10% of the ABC to be bid.

Class "B" Documents

If applicable, a valid and duly signed Joint Venture Agreement, in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Technical Documents

1. Bid security in accordance with **ITB** Clause 18. Bid Security in the form of surety bond must be accompanied by the certification from the Insurance Commission that the issuing Surety or Insurance Company is authorized to issue such security. *If bidding for two or more lots, separate bid security (if in the form of MC or surety bond) corresponding to the ABC of each lot shall be submitted.*
2. Technical Bid showing conformity with technical specifications, as enumerated and specified in Section VII and using the form prescribed in Sec. VIII of the bidding documents.
3. Omnibus Sworn Statement in accordance with Sec. 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII of the bidding documents.
4. Sworn Statement on Compliance to the Protest Mechanism provided in Article VII of RA 9184.
5. Technical Brochure containing complete information about the technical specifications of the goods offered.
6. List of technicians/ service engineers capable of servicing the goods offered.

B. ENVELOPE #2 - FINANCIAL COMPONENT shall contain the following:

1. Duly signed original copy of Financial Bid (using pro-forma Financial Bid Form)

NUMBER OF COPIES TO BE SUBMITTED: ORIGINAL AND ONE (1) PHOTOCOPY

Bidders are required to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to ensure completeness of submitted documents and to facilitate examination by the BAC.